

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A21188
	§	
vs.	§	
	§	
Robert A. Speed		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 11381 Roxbury Street, Detroit, Michigan 48224.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,087.74
B. Current Capitalized Interest Balance and Accrued Interest	\$1,961.49
C. Administrative Fee, Costs, Penalties	\$20.28
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00

E. Attorneys fees	\$0.00
Total Owed	\$3,069.51

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.00% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Robert A. Speed
Robert Speed
128 Ferris
Highland Park, MI 48203

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/12/98.

On or about 02/16/88, the borrower executed promissory note(s) to secure loan(s) of \$1,600.00 from First American Savings, Inc. - Tucson, AZ at 8% percent interest per annum. This loan obligation was guaranteed by Northstar Guarantee, Inc. and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$586.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 03/01/89, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,087.74 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 07/01/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,087.74
Interest:	\$ 771.74
Administrative/Collection Costs:	\$ 20.28
Late fees	\$ 0.00
Total debt as of 11/12/98:	\$1,879.76

Interest accrues on the principal shown here at the rate of \$0.24 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/20/98

Name: *Angela Matala*

Title Loan Analyst

Branch Litigation Branch

0383 88287101
HER EDUCATION ASSISTANCE FOUNDATION
BOX 64107 • ST. PAUL, MN 55164

LENDER COPY

GUARANTEED STUDENT LOAN
(GSL) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK—PRESS FIRMLY—OR TYPE)

NAME (NO NICKNAMES)

SPEED

PERMANENT ADDRESS

287 FERRIS

CITY

Highland Park

U.S. CITIZENSHIP STATUS (CHECK ONE)

☒ U.S. CITIZEN OR
NATIONAL

☐ PERMANENT RESIDENT OR
OTHER ELIGIBLE ALIEN

ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP)

1287 FERRIS Highland Park

PHONE AT SCHOOL ADDRESS

(313) 867-5074

PRIOR LOAN INFORMATION

14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, CONSOLIDATED, OR
INCOME CONTINGENT LOAN?
☐ YES (GIVE DETAILS ON SEPARATE SHEET)

☒ NO

15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS?

☐ YES (GO TO 15b)

☒ NO (GO TO 20a)

16. UNPAID PRINCIPAL BALANCE OF MOST RECENT GSL

\$

20a. DO YOU HAVE ANY PRIOR UNPAID
SLS (ALAS) OR PLUS LOANS?
☒ YES (GO TO 20b)

☐ NO (GO TO 21a)
20b. IF YES, TOTAL UNPAID
PRINCIPAL BALANCE OF PRIOR
SLS (ALAS) LOANS RECEIVED DURING
☒ UNDERGRADUATE STUDY

☐ GRADUATE STUDY

REFERENCES YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

22a. NAME MISS ALICE SPEED
STREET 1449 FIELDING
CITY, STATE, ZIP DETROIT MI 48223

22b. NAME MR. FRANK SPEED
STREET 1224 MONART
CITY, STATE, ZIP DETROIT MI 48223

22c. NAME Miss Alice Taylor
STREET 4229 FIELDING
CITY, STATE, ZIP DETROIT MI 48223

NOTICE TO BORROWER: You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the lender the entire Loan Amount Re-quested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance. Subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. By signing this Promissory Note, I acknowledge that I have received an exact copy of it.

23a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE)

X Robert Speed

SECTION B - TO BE COMPLETED BY SCHOOL

24. NAME OF SCHOOL

ROSS MEDICAL EDUCATION CENTER

25. ADDRESS (STREET, CITY, STATE, ZIP)

15670 EAST EIGHT MILE, DETROIT, MI 48205

29. 30. PERIOD LOAN WILL COVER

FROM MO DAY YR TO MO DAY YR

218 88 7 22 88

34. ADJUSTED GROSS INCOME (AGI)

\$ 0

35. COST OF ATTENDANCE FOR LOAN PERIOD

\$ 6154

36. ESTIMATED FINANCIAL AID FOR LOAN PERIOD

\$ 2100

37. EXPECTED FAMILY CONTRIBUTION (EFC)

\$ 2052

38. DIFFERENCE (ITEM 35 LESS ITEMS 36 AND 37) OR LEGAL MAXIMUM

\$ 2002

39. SUGGESTED DISBURSEMENT DATES

1ST DISB. MO DAY YR 2 29 88

40. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS?

YES ☒ NO ☐

41. WILL THE STUDENT ATTEND A FOREIGN SCHOOL?

YES ☐ NO ☒

42. SCHOOL USE ONLY

43a. SIGNATURE OF SCHOOL OFFICIAL

X Grace Bankhead

43b. DATE MO DAY YR 2 16 88

43c. PRINT NAME AND TITLE GRACE BANKHEAD

46. LENDER CODE 830909

47. BRANCH CODE

48. MO DAY YR

49. MO DAY YR

50. LOAN DISBURSEMENTS

51. TOTAL LOAN AMOUNT APPROVED

52. IS THIS AN UNSUBSIDIZED LOAN?

YES ☐ NO ☐

53. LENDER ACCOUNT NUMBER

54. LENDER USE ONLY

55a. SIGNATURE OF LENDING OFFICIAL

55b. DATE SIGNED MO DAY YR 2 16 88

55c. PRINT NAME AND TITLE

55d. DATE SIGNED MO DAY YR 2 16 88

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55fs. DATE SIGNED MO DAY YR 2 16

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE

Jay Bell
NAME

11-17-98
DATE

The Interest, Guaranty Fee, and Origination Fee to pay on the part of this application: promiss

s and terms (mentioned in the Promote) are:

If I am unable to repay this loan in accordance with the terms established under Repayment, the lender may request the lender to modify these terms. I understand that such modification would be at the lender's option and would have to be in compliance with the federal regulations adopted under the Act and the Rules and Regulations of HEAF. I understand that a modification of repayment terms under this Section is different from Deferral of interest, which the lender may (a) collect from me on a periodic basis on the unpaid principal balance of this loan.

1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the following events is a default:

- failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in less frequent installments;
- making any false representation for the purpose of obtaining this loan;
- using the loan proceeds for other than educational purposes;
- failing to enroll in the school that completed the application for the time identified as the loan period;
- not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change my education data, (c) change my name, or (d) change my permanent address.

HEAF may charge a fee to guarantee my loan. If applicable regulations and HEAF policy allow, the fee will be deducted proportionately from each disbursement after July 1, 1987. I understand that this charge is not applicable to any disbursement I do not receive. If I am not repaid, the fee will be returned to me. The actual guarantee fee charged is _____.

I understand that before I receive my first loan statement that identifies all the terms of a

I understand that the lender has applied for Higher Education Assistance Foundation (HEAF) and the terms of this Promissory Note will be of the Higher Education Act of 1965, as amended under the Act, and the Rules and Regulations law, this Note shall be governed by the laws of

I will repay this loan in periodic installments ☒ than the end of my grace period.

However, during the grace period I may request that the grace period begins when I cease to carry out a school that is not a school of the State.

1) The Secretary will pay the interest that accrues during any deferment period, if it is determined on my behalf under the regulations that this loan is payable by the Secretary. The loan is payable by the Secretary.

2) Once the repayment period begins I will accrues on this loan, except that if the interest period was payable by the Secretary, the interest for any period described under Deferment in

3) The lender may add any interest to the principal when it is due, in accordance with the

NSLP

4) I will repay this loan over a repayment period of more than 10 years. However, the following conditions apply:
a. If, during the grace period, I request a shorter period.

3. The lender may require a repayment schedule that during each year of the repayment period, the borrower must pay at least \$600 of the unpaid principal of all loans.

If I qualify for postponement of my payment in this Note, or if the lender grants "forbearance" to me, my debt will not be included in the 5- and 10-year periods. If, during the grace period, I

period shorter than 5 years. In that event, I must

I must contact the lender prior to expiration of the loan term. If I neglect to do so, I hereby agree to pay the lender the amount of the loan plus interest within the guidelines set forth in the loan agreement.

However, the lender must inform me of these provisions provided to the lender.

The particular terms and conditions of re
a separate document that the lender will pr
My obligation:

My obligation to repay this loan shall be
 voided or die.

At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any unearned interest that I have paid. The amount of any such rebate will be computed by the same method by which interest payments were computed.

I understand that in certain instances authorized by the Act the payments I am required to make, as described under Repayment in this Note, may be deferred. The instances currently authorized by the Act are described under Deferment in the HEAF application information booklet. To obtain such deferment, I agree to comply with the relevant federal regulations and the Rules and Regulations of the HEAF, including, without limitation, submission of required forms to the lender.

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:
 - a) _____

1. Warrants that:

- a) no defense of any party is good against the undersigned; and
- b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF. Disclaims the implied warranty that it has no knowledge of any proceeding instituted with respect to

Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.

same to HEAF, but no other implied warranties are hereby disclaimed. Acknowledges that:

a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE _____

a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

to the terms of the aforesaid Lender Agreement.

SIGNATURE *[Signature]*
TITLE *Claims Officer* DATE *10/24/89*

my loan application as references, for the purpose of learning my current address and telephone number. I certify that the proceeds of this loan will be used for educational purposes on the application. I understand I am responsible for repaying any funds I receive that cannot reasonably be attributed to meeting my educational expenses related to attendance at that institution for the loan period stated. I certify that I am a borrower eligible for participation in the GSL program and that I do not owe a refund to any Title IV aid program. I certify that I am eligible to apply for a Pell Grant, that I have done so or that I have requested my institution to estimate my eligibility for a Pell Grant. I further certify I have read the materials explaining the federal guaranteed student loan program which have been provided to me and that I understand my responsibilities and my rights under that program.

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution, under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
Jay Bell 11-17-12
NAME DATE